

**MOTION BY SUPERVISOR MARK RIDLEY-THOMAS****JUNE 30, 2009**

Since November 1998, Delta Sigma Theta, Head Start Program, Inc. (Delta) has occupied 1,280 rentable square feet (Premises) of the County-owned facility located at 905 East 52<sup>nd</sup> Street, Los Angeles. Pursuant to a gratis lease agreement with the County of Los Angeles, Delta has used the facility to provide comprehensive education and cultural development to children from low-income families through its Head Start & State Preschool program.

Recently Delta was informed by its managing agency, the Los Angeles County Office of Education, that it was realigning responsibilities for some of its delegate agencies and had assigned the Los Angeles Urban League (UL) to operate the Head Start & State Preschool program, which would replace Delta at the Premises. Under UL's direction, the Head Start & State Preschool program will continue to ensure that the community's children benefit from the same level of education and social skills as students in private preschools.

Through its involvement in this program, UL has served more than 37,300 children throughout the greater Los Angeles area by providing children with the skills necessary to succeed in elementary school. UL's Head Start & State Preschool program consists of over 200 employees, 33 educational sites, a central food preparation facility and an administrative office.

In order to affect a smooth operational transfer from Delta to UL, the parties have established July 1, 2009 as the transition date. It was thought that Delta, who has over three years remaining on its lease with the County, would assign its lease rights over to UL for the remaining term. However, the lease agreement specifically prohibits the assignment of Delta's lease rights.

**MOTION**

MOLINA \_\_\_\_\_

RIDLEY-THOMAS \_\_\_\_\_

YAROSLAVSKY \_\_\_\_\_

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**- M O R E -**

Since approval of a new lease agreement with UL seemingly could not be successfully negotiated and completed prior to July 1, UL is seeking approval of a right of entry permit (Permit) as an interim measure to allow UL immediate occupancy of the Premises by the established transition date in order to keep the program operating without undue delay or interruption. This will also provide adequate time to negotiate a new lease agreement with UL.

Granting the Permit and authorizing the negotiations for a lease agreement with UL on a gratis basis will benefit the County constituency because of UL's strong commitment to provide programs which address the growing educational and social needs of under-served communities throughout the greater Los Angeles area.

**I, THEREFORE, AS AUTHORIZED BY GOVERNMENT CODE SECTION 26227, MOVE THAT  
THE BOARD OF SUPERVISORS:**

1. Make a finding that the facility located at 905 East 52<sup>nd</sup> Street, Los Angeles is not needed for exclusive County use or operations;
2. Make a finding that the programs and services provided by UL to the local community serve public purposes which benefit the County and its residents;
3. Authorize the Chief Executive Officer (CEO) to issue a Right of Entry Permit to UL on a short term basis in order for UL to have immediate access to the Premises;
4. Make a finding that the proposed gratis lease agreement for use of the Premises by UL is categorically exempt from CEQA pursuant to CEQA Guidelines 15301 (Existing Facilities) and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines; and
5. Authorize the Chief Executive Officer (CEO) to negotiate a lease agreement for an initial five-year gratis term with option rights for two additional five-year terms for UL to use the facility pursuant to the terms and conditions set forth in the lease, and instruct the Chairman to execute said lease upon presentation by CEO to the Executive Officer – Clerk of the Board, after review and approval by County Counsel.

**#####**

**GROUND LEASE  
ARTICLE 1  
BASIC LEASE PROVISIONS**

**Date and Parties**

THIS GROUND LEASE ("Lease") is made and entered into this 30th day of JUNE, 2009.

By and between **COUNTY OF LOS ANGELES**, as landlord ("County"), a body corporate and politic organized under the laws of the State of California, and the **LOS ANGELES URBAN LEAGUE**, as tenant ("Tenant").

**Independent Contractor Status**

This Lease is by and between the County and Tenant and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Tenant.

**Prior Agreements**

This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

**ARTICLE 2  
DESCRIPTION OF PREMISES**

**2.1 Description of Premises**

The County, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Tenant, upon the following terms and conditions, hereby leases to the Tenant, and the Tenant hereby hires and takes of and from the County, approximately 4,399 square feet of land located at 905 East 52<sup>nd</sup> Street, City of Los Angeles, County of Los Angeles, State of California, designated as Assessor's Parcel Number 5103-029-900 ("Premises"). Tenant takes the Premises in "as is" condition as of the commencement date of this Lease.

**ARTICLE 3  
TERM**

**3.1 Original Term**

The Term of this Lease shall be for a period of five years commencing on the date of full execution of this Lease by the Los Angeles County Board of Supervisors and ending five (5) years thereafter.

### **3.2 Cancellation**

County shall have the right to cancel this Lease at or any time during the Original Term or Option to Extend term by giving ninety (90) days prior written notice to Tenant.

### **3.3 Option To Extend**

Tenant shall have the right to extend the Term of the Lease for two five-year periods under the same terms and conditions as contained herein. Tenant shall exercise each option by notification to the County in writing as required by Article 14 herein not less than ninety (90) days prior to the expiration of the original or first option to extend Term.

### **3.4 Holdover**

In case Tenant holds over beyond the end of the Term or any extension of this Lease, such tenancy shall be from month-to-month only, subject to the provisions and conditions of this Lease, but shall not be a renewal or extension hereof. Either party may, during the holdover, cancel this Lease by giving the other party at least thirty (30) days prior written notice.

## **ARTICLE 4 RENT**

### **4.1 Rent**

County hereby agrees to provide Premises during the Term and extension periods on a gratis basis. Tenant hereby agrees in consideration for said Premises to use the premises described in Section 5.1, to maintain and repair the Premises, and to make timely all payments in regard to the Premises as are required under this Lease.

## **ARTICLE 5 USE**

### **5.1 Use**

Tenant is hereby granted permission to utilize for the full term of this Lease the Premises for the purpose of operating a Head Start and State Preschool program and for such other related and incidental services, purposes or activities thereto. Related services may include, family support services, family education services, child health/welfare, family health/welfare, child/youth recreation activities and other services designed to improve life outcomes for low income children, youth and their families. The Premises shall be used only by the Tenant, its officers, employees, contractors, agents, invitees and guests for the purpose stated above. It is expressly understood that this space use does not constitute the conveyance by County to Tenant of any estate or interest in real or personal property. Tenant shall not use the Premises for financing purposes. Tenant may use this Lease to obtain grant funding.



## **ARTICLE 6 DAMAGE OR DESTRUCTION**

### **6.1 Termination of Lease**

In the event Tenant ceases to provide the services described in Section 5.1, or the Premises are damaged by fire, incidents of war, earthquake, or other elements so as to render them reasonably unfit for Tenant's occupancy as determined by either County or Tenant, County or Tenant may immediately terminate this Lease by giving to the other party written notice of such termination effective upon the delivery of such notice as prescribed in Article 14, whereupon Tenant shall surrender the Premises and shall not be obligated for any further consideration to the County.

## **ARTICLE 7 TENANT'S IMPROVEMENTS**

### **7.1 Tenant's Installation of Improvements and Fixtures**

The County acknowledges the current installation of two portable/relocatable modular classroom units on the Premises, which are deemed the Tenant's personal property. Tenant may, at its own cost and expense, place or install in or upon the Premises, any other fixtures, equipment, furniture, and personal property (collectively, including the existing modular classroom units, the "Improvements") necessary for Tenant to provide its Preschool services. Provided that prior written approval is obtained from the County, Tenant may remove and/or replace, at its own cost and expense, during or at the expiration of the Term or other termination of this Lease, or any extension or holdover period thereof, as the case may be, any or all of the Improvements placed or installed in or upon the Premises by Tenant. Tenant agrees that if so instructed by County, Tenant shall remove, at its own expense, at the expiration or early termination of the Term of this Lease, or any extension or holdover period thereof, as the case may be, any or all of the Improvements placed or installed in or upon the Premises by Tenant. In the event Tenant removes any or all of the Improvements pursuant to this Section, Tenant shall restore the Premises to the original condition which existed upon the Commencement Date, ordinary wear and tear excepted. Tenant's restoration of the Premises shall also include the proper cutting and capping below grade of any and all utility lines (including, but not limited to sewer, gas, water, electricity and telephone utilities) and the removal of all foundation/anchoring materials and foundation slabs.

## **ARTICLE 8 TENANT'S MAINTENANCE RESPONSIBILITIES**

### **8.1 Maintenance**

As part of Tenant's responsibilities for maintaining the Premises, Tenant shall provide for furnishing and maintaining sewer services and trash removal.

### **8.2 Janitorial and Landscaping Services**

Tenant shall perform all janitorial and landscaping services within the Premises.

### **8.3 Condition Of Premises Upon Termination**

Tenant shall return Premises to County in as good condition as existed on the date of the execution of this Lease and beneficial occupancy by the Tenant.

### **8.5 Replacement**

Should at any time the utility services and/or the means in which these services are brought to the Premises wear out or fail or are damaged by earthquake, fire, or the elements, and/or other public disaster or casualty, the Tenant shall replace said items at its own expense subject to the provisions of Article 6.

## **ARTICLE 9 UTILITIES**

### **9.1 Utilities**

Tenant shall pay when due all charges for the use of the sewer, effluent treatment, when and if imposed by a Governmental authority, all water, sprinkler standby charges, electricity, gas, other lighting, heating, power and other utility rents and charges accruing or payable in connection with the Premises during the term of this Lease or any renewal extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the provision of such utilities under this Lease, Tenant must comply with any applicable laws, ordinances, regulations, or policies applicable at least Countywide with respect to the curtailment or conservation of energy or water. Tenant shall be responsible for any payment for all telephone and any other telecommunications, data and/or internet costs and installations on the Premises. Tenant shall be responsible for any charges related with any security system(s) placed or installed in or upon the Premises.

## **ARTICLE 10 ACCESS BY COUNTY**

### **10.1 Access By County**

Tenant agrees to permit the County or its authorized agents free access to the Premises at all reasonable times for the purpose of inspection or for making necessary improvements or repairs.

## **ARTICLE 11 TERMINATION FOR DEFAULT**

### **11.1 Default By County**

If default shall be made by County in any of the covenants or agreements herein and such default constitutes a material breach of the Lease, Tenant may, at its sole discretion, terminate this Lease upon the giving of thirty (30) days written notice. In addition thereto, Tenant shall have such other rights or remedies as may be provided by law. Tenant may not terminate the Lease if (1) County cures the default within thirty (30) days after notice is given, or (2) the default cannot reasonably be cured within the thirty (30) days after notice is given, but County reasonably commences to cure the default



within the thirty (30) day period and diligently and in good faith continues to cure the default to completion.

#### **11.2 Default By Tenant**

Tenant's failure to repair and maintain the Premises and grounds provided herein or to perform any of the other covenants or agreements herein shall place Tenant in default under this Lease. County may, at its sole discretion, terminate this Lease upon a material breach of any of its terms by giving Tenant thirty (30) days written notice of termination. In addition thereto, County shall have such other rights or remedies as may be provided by law. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be in default under this Lease and County may not terminate the Lease if: (1) Tenant cures the default within the thirty (30) days after notice is given, or (2) the default cannot reasonably be cured within the thirty (30) days after notice is given, but Tenant reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default to completion.

### **ARTICLE 12 ASSIGNMENT AND SUBLETTING**

#### **12.1 Assignment and Subletting**

The use of the Premises is restricted to child-care/preschool related services as described in Section 5.1. Accordingly, Tenant shall not assign, sublease, or otherwise transfer its interest in this Lease (or any portion thereof) without the prior written approval of the County's Chief Executive Office, which shall not be unreasonably withheld, upon receipt of a written request from Tenant. Any assignment, sublease, or other transfer of any interest in this Lease without the County's written consent shall be void and shall constitute a material breach, which shall entitle County to terminate this Lease.

### **ARTICLE 13 ALTERATIONS**

#### **13.1 Alterations**

County and Tenant agree not to make any alterations in or on the Premises without first securing the prior written consent of the other party and further agree to make such alterations only at such time that it is reasonably agreeable to said other party. Consent shall be given or denied within sixty (60) days of receipt of written request, which shall include a complete set of plans, where applicable, for such alterations. Consent shall not be unreasonably withheld. Any alterations installed by Tenant which are "trade fixtures" as such are defined by the law of eminent domain shall be treated as Tenant's fixtures in accordance with the provisions of this Lease.

## **ARTICLE 14 NOTICES**

### **14.1 Notices**

All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands shall be personally delivered (including by means of professional messenger service), sent by United States registered or certified mail, postage prepaid, return receipt requested, or transmitted by facsimile transmission, in which case the receiving party shall immediately confirm receipt of such notice. All notices are effective upon receipt. For the purposes of such notices, the addresses for the parties are set forth in Section 14.2, below. Either party may from time to time designate another person or place for receipt of notice by writing to the other party delivered in conformity with this Section.

### **14.2 Notices-Where to Send**

All notices given under this Lease shall be addressed and/or delivered to the respective parties as follows:

**County:**

County of Los Angeles  
Chief Executive Office/Real Estate Division  
222 South Hill Street , 3rd Floor  
Los Angeles, California 90012  
Attn: Chris Montana, Manager  
Property Management  
(213) 974-4200  
cmontana@ceo.lacounty.gov

**Tenant:**

Los Angeles Urban League  
7226 S. Figueroa Street  
Los Angeles, CA 90003  
Attn: Lejon Nall, Program Manager  
Operations  
(323) 753-2401  
Lejon.Nall@laul.org

## **ARTICLE 15 INSURANCE AND INDEMNIFICATION**

### **15.1 Insurance**

15.1.1 Without limiting Tenant's indemnification of County and during the Term of this Lease, Tenant shall provide and maintain the following insurance. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Tenant's own expense.



a) General Liability Insurance (written on ISO policy form CG00 01 or its equivalent) and endorsed to name the County as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Fire Legal Liability:	\$ 100,000
Each Occurrence:	\$1 million

b) Workers' Compensation and Employers' Liability Insurance providing workers compensation benefits, as required by the Labor code of the State of California and for which Tenant is responsible and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

c) Auto Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto", used in Tenant's business operations.

15.1.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Chief Executive Office, Real Estate Division, prior to the commencement date. Such certificates or other evidence shall: (a) specifically identify this Lease, (b) clearly evidence all coverages required in the Lease, (c) contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance, and (d) identify any deductibles or self-insured retentions exceeding \$50,000 for County's reasonable approval.

15.1.3 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

15.1.4 Failure to Maintain Coverage. Failure by Tenant to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Lease.

15.1.5 Notification of Incidents, Claims or Suits. Tenant shall timely report to County any accident or incident relating to activities performed under this Lease which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Tenant and/or County.

15.1.6 Self Insurance. Notwithstanding anything contained herein to the contrary, Tenant shall be permitted to self-insure instead of maintaining the policies of insurance required herein upon the satisfaction of the County's Real Estate Management Division's prerequisites for self-insurance in effect at that time.

15.1.7 Waiver of Subrogation. Without affecting any other rights or remedies, Tenant and County each hereby release and relieve the other, and waive their entire right to recover damages (whether in contract or in tort) against the other, for loss or damage to their property arising out of or incident to the perils required to be insured against under Paragraph 15. The effect of such releases and waivers of the right to recover damages shall not be limited by the amount of insurance carried or required, a party electing to self-insure or by any deductibles applicable thereto. County and Tenant agree to have their respective insurance companies issuing property damage insurance waive any right to subrogation that such companies may have against County or Tenant, as the case may be, so long as the insurance is not invalidated thereby.

15.1.8 Failure on the part of Tenant to procure or maintain required insurance shall constitute a material breach of this Lease upon which County may terminate this Lease after notice and opportunity to cure or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Tenant to County upon demand.

15.1.9 Use of the Premises shall not commence until Tenant has complied with the aforementioned insurance requirements, and shall be suspended during any period that Tenant fails to maintain said policies in full force and effect.

## **15.2 Indemnification**

Notwithstanding any language to the contrary elsewhere in this Lease, Tenant agrees to indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability and expense, including without limitation defense costs and legal fees, arising from or connected with claims and lawsuits for damages or worker's compensation benefits relating to Tenant's operations or its services, (including, without limitation, the standard of care provided to its clients) which result from bodily injury, death, personal injury, or property damage (including without limitation damage to Tenant's property) arising from or relating to Tenant's use and occupancy of the Premises. Tenant shall not be obligated to indemnify for liability and expense arising from the active negligence of the County.



## **ARTICLE 16 TAXES**

### **16.1 Real Property Taxes**

The interest (as defined in California Revenue and Taxation Code Section 107) in the Premises created by this Lease may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest. Tenant shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Premises and any improvements located thereon. If Tenant fails to pay any lawful taxes or assessments upon the Premises which Tenant is obligated to pay, Tenant will be in default of the Lease. County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by Tenant to County upon demand.

## **ARTICLE 17 BINDING ON SUCCESSORS**

### **17.1 Binding on Successors**

Each and all of the conditions and agreements herein contained shall be binding upon and shall inure to the benefit of the successors-in-interest of the County, and wherever the context permits or requires, the successors-in-interest to the Tenant.

## **ARTICLE 18 HAZARDOUS MATERIALS**

### **18.1 Definition**

For purposes of the Lease, the phrase "Hazardous Substances" shall be deemed to include hazardous, toxic or radioactive substances as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or related defined phrase in any successor or companion statutes, and crude oil or byproducts of crude oil, other than crude oil which exists on the Premises as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

### **18.2 Tenant's Warranties and Representations**

Tenant hereby covenants that it shall comply with all Federal, State and local laws and regulations concerning Tenant's use, release, storage and disposal of Hazardous Substances on the Premises.

### **18.3 Notification**

County and Tenant agree to immediately notify each other when either party learns that Hazardous Substances have been released on the Premises.



#### **18.4 Indemnification**

County agrees to indemnify, defend and save Tenant, its agents, officers and employees from and against all liability, expenses (including without limitation defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of Hazardous Substances on the Premises and have not been caused by Tenant, or Tenant's officers, employees, agents, licensees, contractors or invitees.

Tenant agrees to indemnify, defend and hold harmless County from and against all liability, expenses (including without limitation defense costs, legal fees and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of Hazardous Substances on the Premises caused by Tenant, or Tenant's officers, employees, agents, licensees, contractors or invitees.

The indemnity provided each party by this Section shall survive the termination of this Lease.

#### **18.5 Default/Remediation**

The presence or release of Hazardous Substances on the Premises which is not caused by Tenant, or Tenant's officers, employees, agent's licensees, contractors, or invitees, and which threatens the health and safety of Tenant's agents, officers, employees or invitees, as determined by either County or Tenant, shall entitle Tenant to immediately terminate this Lease. Without limiting the foregoing, if the presence of any Hazardous Substance on the Premises caused or permitted by either party results in any contamination thereof, such party shall promptly take all actions at its sole expense as are necessary to comply with all applicable law.

#### **18.6 Operating Costs**

Costs incurred by County as a result of the presence or release of Hazardous Substances on the Premises which is not caused by Tenant, or Tenant's officers, employees, agents, licensees, contractors, or invitees, are extraordinary costs not considered normal operating expenses and shall not be passed through to Tenant as part of its obligation, if any, to pay operating expenses.

#### **18.7 Asbestos Notification**

County agrees to notify Tenant at least annually of County's actual knowledge of the presence of asbestos-containing materials on or within the Premises. Such notification shall comply with Health and Safety Code Section 25915, et seq., as amended from time to time or as required by any successor or companion statute enacted subsequent to this Lease.

**ARTICLE 19  
WARRANTY OF AUTHORITY**

**19.1 Warranty of Authority**

Each of the parties hereto covenants, warrants and guarantees that the individuals executing this Lease and any other instruments referenced herein, have the legal power, right and actual authority to execute this Lease upon the provisions and conditions stated herein and each agrees to indemnify and hold harmless the other from all damages, costs, and expenses which result from a breach of this material representation.

**ARTICLE 20  
ESTOPPEL CERTIFICATE**

**20.1 Estoppel Certificate**

Either party shall at any time upon not less than sixty (60) days prior written notice from the other party, acknowledge and deliver to the requesting party a statement in writing (1) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (2) acknowledging that there are not to the declarant's knowledge, any uncured defaults on the part of either party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the building complex or any other interested party. Failure to deliver such statements within such time shall constitute evidence (a) that this Agreement is in full force and effect without modification except as may be represented by the requesting party in the written request for the certificate, (b) that there are no uncured defaults in either party's performance.

**ARTICLE 21  
COMPLIANCE WITH LAW/TENANT IMPROVEMENTS**

**21.1 Tenant Improvements**

Except as otherwise set forth in this Lease, County is providing the Premises to Tenant in an "as is" condition. Subject to County's approval, Tenant may install or construct any tenant improvements at its own and sole expense as may be necessary to fit said Premises for the use described in Section 5.1 hereof. Preliminary design documents, construction drawings, and specifications for any proposed tenant improvements shall be prepared by a licensed California architect at the sole expense of the Tenant. Prior to the construction or installation of any improvements, Tenant shall submit all preliminary and final design documents, construction drawings, and specifications for review and approval by the Los Angeles County Department of Public Works Building and Safety Division, unless an alternative is designated in writing by the Chief Executive Office. County shall notify Tenant in writing with respect to any required changes, and Tenant shall adhere to



such changes. All work, construction and materials shall be shown in the final working drawings and changes. All circuit breakers, fire sprinklers, and plumbing shut off valves shall be labeled as to area controlled both on the drawings and on the breaker panels and valves. At Tenant's sole cost and expense, Tenant shall obtain all necessary permits and jurisdictional approvals for any work, construction, and occupancy from the City of Los Angeles or the appropriate agency having jurisdiction and authority for these matters.

### **21.2 Removal of Tenant Improvements**

All fixtures and improvements of every kind and nature whatsoever installed by Tenant in the Premises with written consent and approval of County shall remain the property of Tenant, which shall remove the same prior to or upon the termination of this Lease; provided, however, that such removal and restoration shall be done in such manner as not to injure or damage the Premises; and provided further that should Tenant fail to remove said fixtures or improvements within thirty (30) days after termination of this Lease, all such fixtures and/or improvements shall become the sole property of the County and County at its option may remove the same and restore the Premises; in which event Tenant shall pay to County upon demand the reasonable cost of such removal and restoration, plus the cost of transportation and disposition thereof. This Section shall not apply to any improvements constructed pursuant to Section 22.4.

### **21.3 ADA Requirements**

All tenant improvements shall comply with the Americans With Disabilities Act ("ADA"). Any such improvements constructed by the Tenant shall remain the property of the Tenant and removed upon termination of this Lease.

### **21.4 Signs and Name of the Facility**

Tenant shall be allowed to place and maintain signs at appropriate locations on the Premises in order to identify and direct persons to the facility. The size, design, precise location, and means of attachment of such signs shall be subject to the consent of County or its designee, which consent shall not be unreasonably withheld.

## **ARTICLE 22 GENERAL PROVISIONS**

### **22.1 Arbitration**

In the event of any dispute regarding the provisions or conditions hereof, or the rights or obligations of the parties hereto, such dispute may, at the request of either party, be submitted to arbitration in accordance with the provisions of California Code of Civil Procedure Section 1280 et seq., as they now exist or may later be amended. The Chief Executive Office, or its designee, shall act on behalf of the County in arbitration, with the assistance of County Counsel.



## **22.2 Captions and Titles**

The captions and titles in this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

## **22.3 Choice of Law**

This Lease is made and entered into, and shall be governed by the laws of the State of California, exclusive of conflict of law provisions.

## **22.4 Construction**

Any and all construction pertaining to this Lease by either party or their designated contractors or subcontractors shall comply with all applicable Federal, State, and local regulations, codes and ordinances, including but not limited to all provisions of the Labor Code of the State of California. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of worker or mechanic needed for construction of the improvements. Particulars of the current prevailing wage scale, as approved by the Board of Supervisors, which are applicable to the work contemplated, are filed with the Clerk of the Board of Supervisors.

## **22.5 Cumulative Remedies**

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

## **22.6 Force Majeure**

In the event that either party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, war or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period for the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

## **22.7 Interpretation**

The language of this Lease shall be construed according to its fair meaning and not strictly for or against County or Tenant.

## **22.8 Quiet Possession**

As long as Tenant is in compliance with the terms and conditions of this Lease, Tenant shall have and enjoy quiet possession of the Premises for the entire Term hereof subject to all the provisions of this Lease.

#### **22.9 Severability**

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

#### **22.10 Waiver**

Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Lease or stopping either party from enforcing the full provisions hereof. No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this Lease shall be cumulative.

#### **22.11 Licenses And Compliance With Applicable Law**

Tenant shall obtain and maintain in effect during the term of this Lease, all licenses, permits, and certificates required by law which are applicable to any of the uses permitted by Section 5.1 hereof, including without limitation the operation of a preschool/private child care center, and Tenant shall further ensure that all its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the Term of this Lease and any holdover period, all licenses, permits, and certificates required by law which are applicable to its performance hereunder. Tenant shall further comply with all federal, State, and local laws, ordinances, regulations, and directives applicable to its performance hereunder.

#### **22.12 Endorsement**

Tenant shall not, in any manner, advertise, publish or represent that County endorses the services herein mentioned without the prior written consent of County.

#### **22.13 County Lobbyists**

Tenant and each County lobbyist or County lobbying firm (as those terms are defined in Los Angeles County Code Section 2.160.010) retained by Tenant, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160 to the extent applicable. Failure on the part of Tenant or any County lobbyist or a County lobbying firm retained by Tenant to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Lease upon which County may immediately terminate or suspend this Lease.



#### **22.14 Title**

Tenant hereby acknowledges the title of County in and to the Premises, and covenants and agrees never to assail, contest, or resist said title. County represents and warrants that it is the fee simple owner of said Premises, and that it has full right, power and authority to make, execute and deliver this Lease.

#### **22.15 Administration Of County Space**

County does not grant or delegate to Tenant hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to the Premises.

#### **22.16 Acknowledgment Of Ineligibility For Relocation Assistance**

Tenant expressly acknowledges that Tenant will be in possession of the Premises as a result of County's previously acquired property interest. In recognition of such fact, Tenant hereby disclaims any status as a "displaced person" as such is defined in Governmental Code Section 7260, and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Sections 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Code of Regulations.

#### **22.17 Solicitation of Consideration**

It is improper for any County Officer, employee or agent to solicit consideration, in any form, from a lessee with the implication, suggestion or statement that the lessee's provision of consideration may secure more favorable treatment for the lessee in the award of the lease or that the lessee's failure to provide such consideration may negatively affect the County's consideration of the lessee's submission. A lessee shall not offer to or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to award of a lease.

Tenant shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in termination of this Lease.

#### **22.18 Conflict of Interest**

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Tenant herein, or have any other direct or indirect financial interest resulting from this Lease.



**22.19 Entire Agreement**

This Lease contains the entire agreement between the parties hereto with respect to the subject matter hereof, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Tenant.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

IN WITNESS WHEREOF, Tenant has executed this Lease or caused it to be duly executed, and County of Los Angeles, pursuant to the order of the Los Angeles County Board of Supervisors, has caused this Lease to be executed on its behalf by the Chairman of said Board or his designee on the day, month and year first written above.

**LOS ANGELES URBAN LEAGUE  
"TENANT"**

By: Trevor Ware  
Trevor Ware  
Chief Operating Officer

**COUNTY OF LOS ANGELES**

By: Don Krabe  
Chairman, Board of Supervisors

**ATTEST:**

SACHI A. HAMAI  
Executive Officer-Clerk of the Board of Supervisors

By: Sachi A. Hamai  
Deputy **OCT 21 2009**



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By: Sachi A. Hamai  
Deputy

**APPROVED AS TO FORM:**

ROBERT KALUNIAN  
Acting County Counsel

By: Robert Kalunian  
Senior Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
OF LOS ANGELES

**#74-D**

**JUN 30 2009**

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER